

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

FRANCISCO MANUEL PEREZ COLON,
BERNIE ODETTE MARTINEZ ARBONA,
and their Conjugal Partnership

CIVIL NO.

Foreclosure of Mortgage

Defendants

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the property described further below.

3. Said promissory note was subscribed for the amount of \$55,000.00, with annual interest of 5%, on July 15, 1999. See Exhibit 1.
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 115. See Exhibit 2.
5. According to the Property Registry, defendant party is the owner of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Predio de terreno radicado en el barrio Yahuecas de Adjuntas, Puerto Rico, con una cabida de doce cuerdas, equivalentes a cuatro hectáreas, sesenta y una áreas, sesenta y cuatro centíareas y ocho miliáreas de otra, en lindes por el NORTE, con la P.R.R.A. y Juan José Santiago; ESTE y SUR, con P.R.R.A.; y OESTE, con Casto Maldonado.

Property 6,720, recorded at page 6 of volume 192 of Adjuntas, Property Registry of Utuado, Puerto Rico.

See Title Search attached as Exhibit 3.

6. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See Exhibit 3.
7. It was expressly stipulated in the notes evidencing the

indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.

8. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 4*, the following amounts, as to May 27, 2020:

a) On the \$55,000.00 Note:

- 1) The sum of \$55,830.00, of principal;
- 2) The sum of \$57,780.77, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$7.6479;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

9. The indebtedness evidenced by the aforementioned notes is

secured by the mortgages over the properties described in this complaint.

10. Codefendants are not currently active in the military service for the United States. See *Exhibit 5*.

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF Director for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with

authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 18 day of December, 2020.


JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may

claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on December 18, 2020.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

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USDA-FmHA
Form FmHA 1940-17
(Rev. 4-92)

PROMISSORY NOTE

Name PEREZ-COLON, FRANCISCO MANUEL		KIND OF LOAN Type: <u>41-02</u> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited Resource Pursuant to: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State PUERTO RICO	County ADJUNTAS	ACTION REQUIRING NOTE <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Conservation easement <input type="checkbox"/> Rescheduling <input type="checkbox"/> Reamortization <input type="checkbox"/> Credit sale <input type="checkbox"/> Deferred payments <input type="checkbox"/> Debt write down
Case No. 63-35-	Date JULY 15, 1999	
Fund Code 41	Loan No. 02	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in ADJUNTAS, PUERTO RICO

, or at such other place as the Government may later designate in writing, the principal sum of
----- FIFTY FIVE THOUSAND AND 00/100 ----- dollars
(\$ 55,000.00), plus interest on the unpaid principal balance at the RATE OF

----- FIVE ----- percent (5 %) per annum and ----- dollars (\$ -----)
of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in --- 41 --- installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 1.00	on 01/01/2000	: \$ 1.00	on 01/01/2001
\$ 1.00	on 01/01/2002	: \$ 1.00	on 01/01/2003
\$ 1.00	on 01/01/2004	: \$ N/A	on _____
\$ N/A	on _____	: \$ N/A	on _____
\$ N/A	on _____	: \$ N/A	on _____
\$ N/A	on _____	: \$ N/A	on _____

and \$ 3,600.00 thereafter on JAN. 1, of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable --- 40 --- years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Francisco Manuel Pérez Colón
FRANCISCO MANUEL PEREZ COLON (Borrower)

Bernie Martínez Arbona
BERNIE ODEITTE MARTINEZ ARBONA

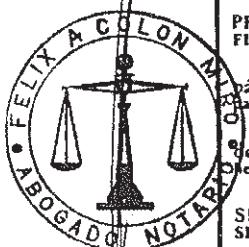
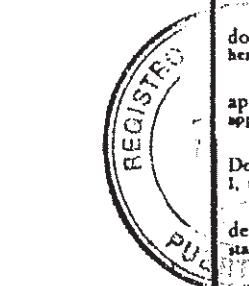
190 MUÑOZ RIVERA AVE.
PONCE, P. R. 00731

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 55,000.00	07/15/99	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
				TOTAL	\$ 55,000.00

Forma FmHA 1927-1(S) PR
(Rev. 6-93)

	<p>----- NUMERO CIENTO QUINCE (115) ----- NUMBER</p> <p>----- HIPOTECA VOLUNTARIA ----- VOLUNTARY MORTGAGE</p> <p>En Adjuntas, Puerto Rico hoy día quince (15) de julio de mil En novecientos noventa y nueve (1999). -----</p> <p>----- ANTE MI ----- BEFORE ME</p> <p>----- FELIX A. COLON MIRO -----</p> <p>Abogado y Notario Público de la Isla de Puerto Rico con residencia en Ponce, Attorney and Notary Public for the Island of Puerto Rico, with residence in Puerto Rico ----- y oficina en Adjuntas, Puerto Rico ----- and office in Puerto Rico.</p> <p>----- COMPARCEN ----- APPEAR</p> <p>Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominada The persons named in paragraph TWELFTH of this mortgage dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances aparecen de dicho párrafo. appear from said paragraph.</p> <p>Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their de su edad, estado civil, profesión y vecindad. statements which I believe to be true of their age, civil status, profession and residence.</p> <p>Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento of their property, and they have, in my judgment, the necessary legal capacity to grant this miento.</p> <p>----- EXPONEN ----- WITNESSETH:</p> <p>PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in párrafo UNDECIMO así como de todos los derechos e intereses en las mismas. paragraph ELEVENTH of this mortgage, and of all rights and interest in the same.</p> <p>denominada de aquí en adelante "los bienes". hereinafter referred to as "the property".</p> <p>SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens se especifican en el párrafo UNDECIMO. specified in paragraph ELEVENTH herein.</p> <p>TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States América, actuando por conducto de la Administración de Hogares de Agricultores of America, acting through the Farmers Home Administration,</p> <p>res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with</p>
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un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.
estimated against the property.-----

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Cinco de
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendadas
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, pudiendo
(Two) When payment of the note is guaranteed by the mortgagor-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-
(Three) When payment of the note is insured by the mortgagor, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagor.-----

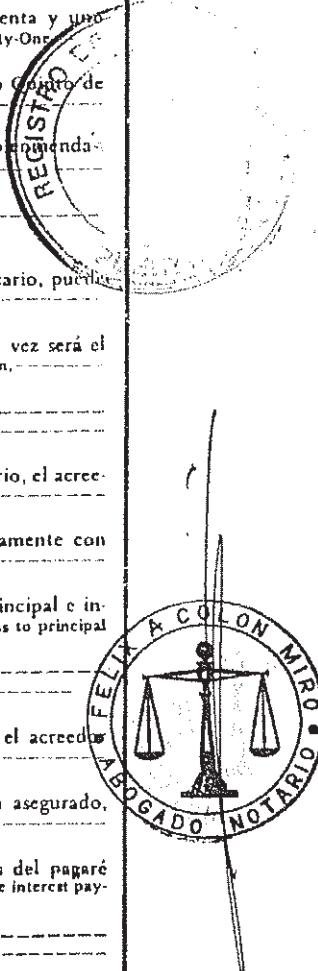
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay------

que será designada como "cargo anual".
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any-----



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quiero otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagor should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestamista
shall secure payment of the note; but when the note is held by an insured

asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento
against loss under its insurance endorsement by reason of any default

por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipotecario
is held by the mortgagee, or in the event the mortgagee

ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof with interest at the rate stipulated, and to secure prompt payment of the

pagaré su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein

en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreedor
thereon before and after maturity until paid, losses sustained by the

deudor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o prima
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas.
with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness



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(Rev. 6-93)

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del cinco
subparagraph shall bear interest at the rate of

por ciento (5.0--- %)
per cent (%)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

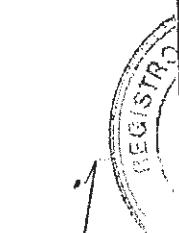
hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
tions and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagor.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca
(Five) All advances made by mortgagee as described in this mortgage,

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario
with interest, shall be immediately due and payable by the mortgagor

teario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario
(Seven) To pay when due all taxes, special assessments, liens

y cargas que graven los bienes o los derechos o intereses del deudor hipotecario
and charges encumbering the property or the right or interest of mortgagor

bajo los términos de esta hipoteca.
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiere.
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes
by mortgagee on all existing buildings and improvements on the property

des o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
pert y on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá
necesary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolirá
permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will be cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to

tiempo pueda prescribir. time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor (Ten) If this mortgage is given for a loan to a farm owner as identified in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de operaciones mortgagee agrees in writing to any other method of operation

ación o al arrendamiento. or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso. affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección determina the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada or deteriorada, tal condición se considerará como una violación por parte del disclose, in the judgment of mortgagee, that the security given is being lessened or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca. mortgageor of the covenants of this mortgage.

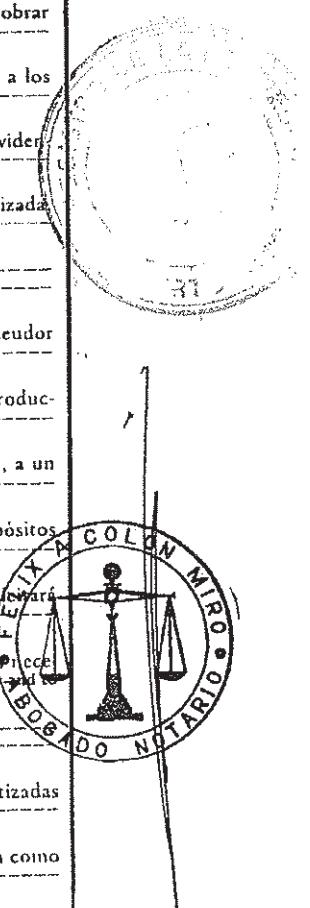
(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará to the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its
intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said
procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered
garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause
para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.
(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect
esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acre-
should abandon the property or voluntarily deliver it to mortgagee,
dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered
res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect
sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the
gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced
ciada por el pagare o cualquier otra deuda del deudor hipotecario y aquí garantizada
by the note or any indebtedness to mortgagee hereby guaranteed.
en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.
(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor
hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production
ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a
tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,
similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept
y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to
sarias en la agencia cooperativa en relación con dicho préstamo,
purchase any necessary shares of stock in the cooperative agency in regard to said loan.
(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagee, or any one of the persons herein called
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply
con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,
o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an
incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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	<p>dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned, ---</p> <p>vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, ---</p> <p>sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of the mortgagee, mortgagee is ---</p> <p>irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to ---</p> <p>declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness ---</p> <p>al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and ---</p> <p>proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) ---</p> <p>incurrir y pagar los gastos razonables para la reparación o mantenimiento de los incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the ---</p> <p>bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as ---</p> <p>conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, ---</p> <p>seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property ---</p> <p>y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) ---</p> <p>de solicitar la protección de la ley. request the protection of the law. ---</p> <p>(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee ---</p> <p>todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements ---</p> <p>de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado. of this mortgage and of the note and of any supplementary agreement, including the costs of survey, evidence of title, court costs, recordation fee and attorney's fees. ---</p> <p>(Veintiocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement obligaciones aquí contenidos o similares u otros convenios, y sin afectar la responsabilidad hercín set forth, and without affecting the liability ---</p> <p>sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness ---</p> <p>gravitada o sin afectar el gravamen impuesto sobre los bienes o la prioridad del gravamen, el acreedor hipotecario es por la presente autorizado y con poderes en gravamen, el acreedor hipotecario es por la presente autorizado y con poderes en said lien, the mortgagee is hereby and authorized and empowered at ---</p> <p>cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligation aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two) ---</p>
---	---

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de su residencia según se especifica más adelante.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriese en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendado.
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de CINCUENTA Y CINCO MIL (\$55,000.00) DOLARES
of

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos.
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de América que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NONTH: The amounts guaranteed by this mortgage are as follows:

En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagor, or in the event mortgage

hipotecario cediere esta hipoteca sin asegurar el pagaré: Cincuenta y Cinco
should assign this mortgage without insurance of the note.

111 DOLARES (\$55,000.00)
DOLLARS (\$

el principal de dicho pagaré, con sus intereses según estipulados a razón del cinco
the principal amount of said note, together with interest as stipulated therein at the rate of

por ciento (5.0) o/po) anual;
per cent (5.0) o/po per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
 Two. At all times when said note is held by an insured lender:

(A) CINCUENTA Y CINCO MIL -----
 (A)

DOLARES (\$ 55,000.00) -----
 DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
 for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun
 by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
 specified in the note, with interest as stated in paragraph SIXTH,

Tercero;-----
 Three;-----

(B) OCHENTA Y DOS MIL QUINIENTOS -----
 (B)

DOLARES (\$ 82,500.00) -----
 DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
 for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.-----
 sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;
 Three. In any event and at all times whatsoever:

(A) TRECE MIL SETECIENTOS CINCUENTA DOLARES-----
 (A)

(\$ 13,750.00-----) para intereses después de mora;
 (\$) for default interest;

(B) ONCE MIL DOLARES-----
 (B)

(\$ 11,000.00-----) para contribuciones, seguro y otros adelantos para la con-
 () for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
 and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;
 SIXTH, Three;

(C) CINCO MIL QUINIENTOS DOLARES-----
 (C)

(\$ 5,500.00-----) para costas, gastos y honorarios de abogado en caso
 (\$) for costs, expenses and attorney's fees in case

de ejecución;
 of foreclosure;

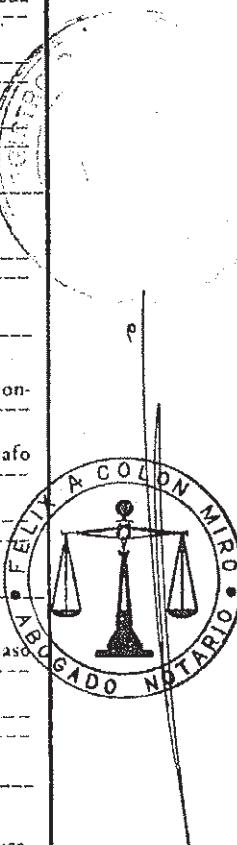
(D) CINCO MIL QUINIENTOS DOLARES-----
 (D)

(\$ 5,500.00-----) para costas y gastos que incurriese el acreedor hipotecario
 (\$) for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
 proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
 or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.-----
 provided in paragraph SIXTH, Thirteen.



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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:-----
of this mortgage is(are) described as follows:-----

"Pagaré otorgado en el caso número sesenta y tres guión treinta y
"Promissory note executed in case number

fechado el dia quince
dated the _____

(15) de julio de mil novecientos
day of July nineteen hundred and

noventa y nueve (1999) por la suma de CINCUENTA Y CINCO MIL
in the amount of FIFTY FIVE THOUSAND

(\$55,000.00) dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del cinco
interest over the unpaid balance at the rate of five

{ 5.0% } por ciento anual,
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
until the principal is totally paid according to the terms, installments, conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the
representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero
entire debt herein evidenced, if not sooner paid, will be due.

a los CUARENTA AÑOS (40)
and payable

años de la fecha de este pagaré.
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Estados Unidos de América denominada "Consolidated Farm and Rural Development Act
United States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

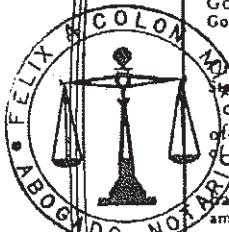
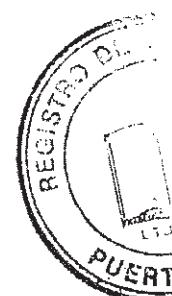
sean sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:
voluntary mortgage is constituted, is described as follows:



1521-335

----RUSTICA: Predio de terreno radicado en el barrio Yahuecas de Adjuntas, Puerto Rico, con una cabida de DOCE CUERDAS (12.00 cda.) iguales a cuatro (4) hectáreas, sesenta y una (61) áreas, sesenta y cuatro (64) centiáreas y ocho (8) miliáreas, en lindes por el NORTE, con la Puerto Rico Reconstruction Administration y Juan José Santiago; por el ESTE y SUR, con la Puerto Rico Reconstruction Administration; y por el OESTE, con Casto Maldonado.

----Consta inscrita al folio seis (6) del tomo ciento noventa y dos (192) de Adjuntas, finca número seis mil setecientos veinte (6,720).

Adquirió el prestatario la descrita finca por compra a Ismael Santiago Colón
Borrower acquired the described property by

les y su esposa Norma Iris Pérez González.

según consta de la Escritura Número ciento catorce (114)
pertaining to Deed Number

de fecha quince (15) de julio de mil novecientos noventa y nueve
dated
(1999).

otorgada en la ciudad de Adjuntas, Puerto Rico
executed in the city of

ante el Notario FELIX A. COLON MIRO
before Notary

Dicha propiedad se encuentra libre de cargas y gravámenes.
Said property is

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipotecarios
TWELFTH: The parties appearing in the present deed as Mortgagors

carios FRANCISCO MANUEL PEREZ COLON, con seguro social número
are y su esposa BERNIE ODETTE MARTINEZ ARBONA, con
seguro social número , mayores de edad, casados entre sí,
propietarios y vecinos de Adjuntas, Puerto Rico.

cuya dirección postal es: Ave. Muñoz Rivera #190, Suite 317
whose postal address is:
Ponce, Puerto Rico 00731

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used



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(Rev. 6-93)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura que haya sido construida, mejorada o comprada con el importe del préstamo

constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

apogiad el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción
or building existing on the farm(s) hereinbefore described and all improvement,

o edificación que se construya en dicha finca(s) durante la vigencia del préstamo
construction or building constructed on said farm(s) while the

amortamiento hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada

SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),
representatives, in favor of mortgagor (Farmers Home Administration).

alquier derecho de Hogar Securo (Homeestead) que en el presente o en el futuro
any homestead right (Homeestead) that presently or in the future

pueda tener en la propiedad descrita en el párrafo undécimo y en los edificios
may have in the property described in paragraph eleventh and in the buildings

dejados o que en el futuro fueran construidos; renuncia esta permitida
left or which in the future may be constructed; this waiver being permitted

en favor de la Administración de Hogares de Agricultores por la Ley Número Trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) al veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31)
(13) or the twenty-eights of May, nineteen hundred sixty-nine (1969) (31)

L.P.R.A. 1969) -
L.P.R.A. 1969).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cualquier

estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with



fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse.
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

VIGESIMO PRIMERO: Manifiestan los comparecientes que en todo sitio donde diga "Farmers Home Administration" deberá leerse y entenderse "Estados Unidos de América".

VIGESIMO SEGUNDO: Por tratarse de un préstamo de recursos limitados según indicado en el pagaré, el Gobierno puede cambiar el porcentaje de interés de conformidad con los Reglamentos de la Administración de Hogares de Agricultores.

VIGESIMO TERCERO: El propósito de este préstamo es para la compra de la finca que se describe en la página catorce del presente documento.



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(Rev. 6-93)

ACEPTACION
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

lei(s) advertí.
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.
FAITH to everything contained in this deed.

[Fdo.] FRANCISCO MANUEL PEREZ COLON
[Fdo.] BERNIE ODETTE MARTINEZ ARBONA

FIRMADO: signado, sellado, rubricado, FELIX A.
COLON MIRO.

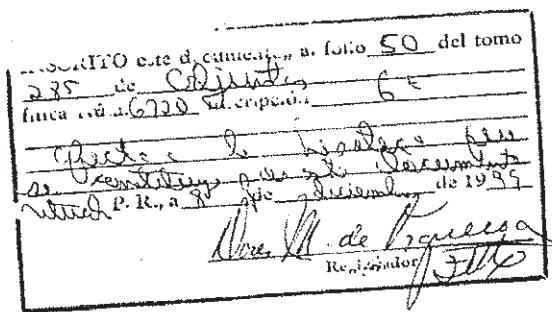
Hay cancelados en el original y copia los
correspondientes sellos de rentas internas e
impuesto notarial.

CERTIFICO: Que el instrumento que precede es
copia fiel y exacta de su original, que bajo el
número ciento quince (115) que obra en mi protocolo
de instrumentos públicos para el año mil novecientos
noventa y nueve (1999) la cual contiene diecisiete
(17) folios.

EN TESTIMONIO DE LO CUAL, expido la presente
PRIMERA copia certificada a solicitud de Estados
Unidos de America, parte interesada en Adjuntas
Puerto Rico, a quince (15) de julio de mil nove-
cientos noventa y nueve (1999).

Felix A. Colon Miro
NOTARIO PUBLICO



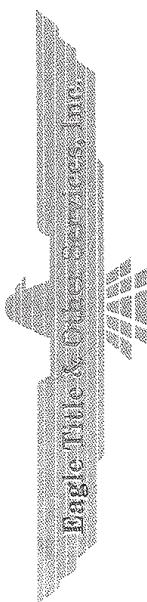


TITLE SEARCH

ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
 estudios@eagletitlepr.com
 TELS. (787)748.1130 /748-8577 • FAX (787)748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CLIENT: FRANCISCO MANUEL PÉREZ COLÓN REF: 1521.335
 BY: TAIMARY ESCALONA

PROPERTY NUMBER: 6,720, recorded at page 6 of volume 192 of Adjuntas, Registry of Utuado, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno radicado en el barrio Yahuecas de Adjuntas, Puerto Rico, con una cabida de **doce cuerdas**, equivalentes a **cuatro hectáreas, sesenta y una áreas, sesenta y cuatro centíareas y ocho miliáreas de otra**, en lindes por el NORTE, con la P.R.R.A. y Juan José Santiago; ESTE y SUR, con P.R.R.A.; y OESTE, con Casto Maldonado.

ORIGIN: By file domain.

TITLE:

This property is registered in favor of FRANCISCO MANUEL PÉREZ COLÓN and his wife BERNIE ODETTE MARTÍNEZ ARBONA, who acquired it by purchase from Ismael Santiago Corcoles married to Norma Iris Pérez González, at a price of \$55,000.00, pursuant to deed #114, executed in Adjuntas, Puerto Rico, on July 15, 1999, before Notary Public Félix A. Colón Miró, recorded at overleaf of page 8 of volume 192 of Adjuntas, property number 6,720, 5th inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Francisco Manuel Pérez Colón and Bernie Odette Martinez Arbona, in favor of United States of America, in the original principal amount of \$55,000.00, with 5% annual interests, due on 40 years, constituted by deed #115, executed in Adjuntas, Puerto Rico, on July 15, 1999, before Notary Public Félix A. Colón Miró, recorded at page 50 of volume 285 of Adjuntas, property number 6,720, 6th and last inscription.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 13th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

srd/dm/F

I, Elias Diaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on November 13, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.



Elias Diaz Bermudez

AFFIDAVIT NUMBER 4,438

Sworn and subscribed to before me by Elias Diaz Bermudez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.



Sello de Asistencia Legal
80093-2020-1210-14194305

**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue

654 Plaza Suite #829

San Juan, PR 00918

Borrower: Perez Colon, Francisco M.

Case No: 63-035-6458

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of May 27, 2020

Loan Number	41-02
Note Amount	\$ 55,000.00
Original Note Date	7/15/1999
Date of Last Payment	12/14/2001
Principal Balance	\$ 55,830.00
Unpaid Interest	\$ 57,780.77
Misc. Charges	\$ -
Total Balance	\$ 113,610.77
Daily Interest Accrual	\$ 7.6479
Amount Delinquent	\$ 58,432.00
Years Delinquent	16

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo

Digitally signed by CARLOS MORALES (Affiliate)
 DN: c=US, o=U.S. Government, ou=Department of Agriculture, 0.9.2342.19200300.100.1.1=12001003816118, cn=CARLOS MORALES (Affiliate)
 Date: 2020.05.27 12:48:01 -04'00'
 Adobe Acrobat version: 2020.009.20063

Carlos J. Morales Lugo

LRTF Contractor

May 27, 2020



**Status Report
Pursuant to Servicemembers Civil Relief Act**

Exhibit 5

SSN: XXX-XX-6458

Birth Date:

Last Name: PEREZ COLON

First Name: FRANCISCO

Middle Name: MANUEL

Status As Of: Nov-10-2020

Certificate ID: WSTMX9MGM5NTKD2

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-3713

Birth Date:

Last Name: MARTINEZ ARBONA

First Name: BERNIE

Middle Name: ODETTE

Status As Of: Nov-10-2020

Certificate ID: HMVTJKY970FTLVJ

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

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This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

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Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America,)
acting through the)
United States Department of Agriculture)

Plaintiff(s))
v.) Civil Action No.
FRANCISCO MANUEL PEREZ COLON, et als.) FORECLOSURE OF MORTGAGE

Defendant(s))

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* BERNIE ODETTE MARTINEZ ARBONA
Barrio Yahuecas 1575 Muñoz Rivera Ave.
Street Road 529, Km. 4.2 Suite 317 190 Muñoz Rivera Ave.
Adjuntas, PR 00601 Ponce, PR 00717 Ponce, PR 00731

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____,
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

*Server's signature**Printed name and title**Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
 for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)
<hr/>)
<i>Plaintiff(s)</i>)
v.)
FRANCISCO MANUEL PEREZ COLON, et als.)
<hr/>)
<i>Defendant(s)</i>)

Civil Action No.

FORECLOSURE OF MORTGAGE

To: *(Defendant's name and address)* Conjugal Partnership Pérez-Martínez
 Barrio Yahuecas 1575 Muñoz Rivera Ave.
 Street Road 529, Km. 4.2 Suite 317 190 Muñoz Rivera Ave.
 Adjuntas, PR 00601 Ponce, PR 00717 Ponce, PR 00731

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
 P.O. BOX 3908
 GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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 on *(date)* _____, and mailed a copy to the individual's last known address; or

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I returned the summons unexecuted because _____; or

Other *(specify)*: _____

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I declare under penalty of perjury that this information is true.

Date: _____

*Server's signature**Printed name and title**Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
 for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)
<hr/>)
<i>Plaintiff(s)</i>)
v.)
FRANCISCO MANUEL PEREZ COLON, et als.)
<hr/>)
<i>Defendant(s)</i>)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: (*Defendant's name and address*) FRANCISCO MANUEL PEREZ COLON
 Barrio Yahuecas 1575 Muñoz Rivera Ave.
 Street Road 529, Km. 4.2 Suite 317 190 Muñoz Rivera Ave.
 Adjuntas, PR 00601 Ponce, PR 00717 Ponce, PR 00731

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
 P.O. BOX 3908
 GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
 CLERK OF COURT*

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

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was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: UNITED STATES OF AMERICA, acting through the USDA

Defendant: FRANCISCO MANUEL PEREZ COLON; ET ALS.

2. Indicate the category to which this case belongs:

- Ordinary Civil Case
- Social Security
- Banking
- Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- Yes
- No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- Yes
- No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- Yes
- No

Date Submitted: December 18, 2020

rev. Dec. 2009

[Print Form](#)

[Reset Form](#)

Case 3:20-cv-01756 Document 1-10 Filed 12/29/20 Page 1 of 1
CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (Firm Name, Address, and Telephone Number)
Juan C. Fortuño Fas
Po Box 3908, Guaynabo, PR 00970
Tel. 787-751-5290**DEFENDANTS**

FRANCISCO MANUEL PEREZ COLON, et als.

County of Residence of First Listed Defendant _____ Adjuntas, P.R.
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

Citizen of This State	PTF	DEF	PTF	DEF
<input type="checkbox"/> 1	<input type="checkbox"/>	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 371 Truth in Lending	SOCIAL SECURITY	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract		<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input checked="" type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General		<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345**VI. CAUSE OF ACTION**

Brief description of cause:

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION
UNDER RULE 23, F.R.Cv.P.

DEMAND \$

113,610.77

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

SIGNATURE OF ATTORNEY OF RECORD

s/Juan Carlos Fortuño Fas